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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

EARLY WARNING SERVICES,  
LLC,

Plaintiff,

v.

WARREN VURL JOHNSON,  
BRANDON O'LOUGHLIN, AND  
P.A.Z.E., LLC,

Defendants.

Case No.

**COMPLAINT**

This case is about an intellectual property attorney who was terminated for workplace misconduct, and who sought revenge by enlisting his high school classmate to act as a front man to help him extract money from his former client and employer using stolen company documents, privileged information, and a lawfare campaign involving baseless trademark claims.

**SUMMARY OF THE ACTION**

1  
2 1. Plaintiff Early Warning Services, LLC (“EWS”) is an Arizona-based  
3 financial services technology leader empowering and protecting consumers, small  
4 businesses, and the U.S. financial system with cutting-edge fraud and payment  
5 solutions for more than three decades.

6 2. EWS is most well-known as the operator of Zelle®, a digital payment  
7 network that helps consumers utilize their financial institution to send and receive  
8 money within minutes.

9 3. EWS also is the operator of Paze<sup>SM</sup>, a reimaged digital wallet for  
10 ecommerce solution that banks and credit unions can offer to consumers and  
11 merchants.

12 4. On or around September 8, 2014, Defendant Warren Vurl Johnson  
13 (“Johnson”) started his position with EWS as Intellectual Property Counsel.

14 5. At the time of his termination on January 19, 2023, Johnson was  
15 employed as EWS’s Senior Intellectual Property Counsel with primary responsibility  
16 for acquiring, protecting, and enforcing EWS’s patents and trademarks—including  
17 the PAZE and **Z** marks at issue here.

18 6. On August 8, 2022, EWS issued Johnson a written warning for  
19 workplace misconduct following multiple instances of unprofessional interactions  
20 with coworkers.

21 7. Johnson responded to this written warning by protesting it, claiming he  
22 was not responsible for how his coworkers perceived his conduct, and declared the  
23 end of his employment at EWS was “imminent.”

24 8. Unbeknownst to EWS, Johnson also began sending EWS’s documents  
25 from his work email account to his personal email account. Those documents  
26 comprised a large volume of sensitive materials and information of a highly  
27 confidential and sensitive nature.

1           9. By the end of December 2022, Johnson's unprofessional behavior had  
2 escalated to the point that other EWS employees refused to continue working with  
3 Johnson. On January 19, 2023, EWS terminated Johnson's employment.

4           10. Approximately six months later, Johnson filed a lawsuit for wrongful  
5 termination and other claims under Arizona law. To avoid the costs of litigation, the  
6 parties agreed to settle Johnson's claims, memorializing this settlement in a formal  
7 agreement (the "Settlement Agreement"), under which Johnson released his claims  
8 against EWS, agreed to maintain the confidentiality of EWS's "privileged, trade  
9 secret, proprietary or confidential information," and agreed not to disparage EWS "in  
10 any public forum." EWS considered the matter resolved.

11           11. Despite this, Johnson and his high school classmate, Defendant Brandon  
12 O'Loughlin ("O'Loughlin"), had already concocted a scheme to extract money from  
13 EWS using EWS's privileged and confidential information by engaging in the  
14 following acts, among others:

15           a. Prior to Johnson's termination, he was responsible for providing  
16 legal advice to EWS on intellectual property issues in connection with EWS's  
17 development and launch of its Paze<sup>SM</sup> service. Given Johnson's role as EWS's  
18 Senior Intellectual Property Counsel, he was entrusted with, and privy to,  
19 confidential information regarding EWS's private and internal business plans  
20 and discussions regarding Paze<sup>SM</sup>, including the company's interest in  
21 procuring particular domain names incorporating EWS's PAZE mark. On  
22 information and belief, Johnson secretly provided this information to  
23 O'Loughlin, resulting in O'Loughlin registering those domain names before  
24 EWS could do so.

25           b. O'Loughlin formed Defendant P.A.Z.E., LLC ("P.A.Z.E."), a  
26 sham gripe website at a domain name containing EWS's PAZE mark, with  
27 content directed at disparaging EWS and its business including the Zelle® and  
28 Paze<sup>SM</sup> services.

1 c. On information and belief, Johnson assisted in preparing  
 2 trademark applications in P.A.Z.E.'s name, under O'Loughlin's signature, to  
 3 register the PAZE and **PAZE** marks, claiming use of those marks in connection  
 4 with P.A.Z.E.'s nonexistent "services."

5 d. P.A.Z.E. sent EWS a series of communications threatening to  
 6 engage in lawfare against EWS, including in the Trademark Trial and Appeal  
 7 Board ("TTAB") of the United States Patent and Trademark Office  
 8 ("USPTO"), and threatening EWS's business and reputation if EWS did not  
 9 agree to purchase P.A.Z.E. and its various "assets."

10 e. Johnson further assisted in preparing legal documents in  
 11 P.A.Z.E.'s name, under O'Loughlin's signature, for filing in the TTAB,  
 12 attacking as invalid EWS's applications to register its PAZE and **Z** marks that  
 13 Johnson had earlier signed as EWS's former attorney.

14 12. As detailed below, Defendants' conduct violates several laws, and  
 15 Johnson's conduct in particular constitutes a shocking breach of his fiduciary and  
 16 ethical duties to EWS. Using information obtained as EWS's legal counsel over the  
 17 course of eight years, and using his high school classmate O'Loughlin as a front man,  
 18 Johnson has engaged in a campaign to extract money from his former client and  
 19 employer by threatening its intellectual property rights and business reputation. EWS  
 20 is entitled to injunctive and monetary relief.

## 21 **PARTIES**

22 13. Plaintiff Early Warning Services, LLC is a Delaware limited liability  
 23 company with its principal place of business at 5801 N. Pima Road, Scottsdale,  
 24 Arizona 85250.

25 14. Defendant Warren Vurl Johnson is an Arizona resident with an address  
 26 of 122 S. Hardy Drive, Apartment 59, Tempe, Arizona 85281. Johnson is an active  
 27 member of the State Bar of Arizona and a registered patent attorney with the USPTO.  
 28

15. Defendant Brandon O’Loughlin is a Nevada resident with an address of 1411 N. 23rd Street, Apartment 103, Las Vegas, Nevada 89101.

16. Defendant P.A.Z.E., LLC is an Arizona limited liability company with an address of 550 W. Baseline Road, Suite 102-159, Mesa, Arizona 85210. O’Loughlin formed P.A.Z.E. on January 26, 2023, and is its Member and Manager.

### **JURISDICTION AND VENUE**

17. The Court has subject matter jurisdiction over EWS’s federal claims under the Lanham Act, 15 U.S.C. § 1121; the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1836(c); the Federal Declaratory Judgment Act, 28 U.S.C. § 2201(a), and 28 U.S.C. §§ 1331 and 1338(a). The Court has subject matter jurisdiction over EWS’s state law claims pursuant to 28 U.S.C. §§ 1338(b) and 1367.

18. Because this action involves a registered trademark, the Court also has jurisdiction to entertain EWS’s challenge to P.A.Z.E.’s trademark applications under 15 U.S.C. § 1119. *See BBK Tobacco & Foods LLP v. Central Coast Agriculture, Inc.*, 97 F.4th 668, 670 (9th Cir. 2024).

19. The Court has personal jurisdiction over Johnson because he resides and is domiciled in the State of Arizona.

20. The Court has general and specific personal jurisdiction over O’Loughlin and P.A.Z.E. because (a) O’Loughlin formed P.A.Z.E. in the State of Arizona, (b) P.A.Z.E. maintains its principal place of business in the State of Arizona, (c) P.A.Z.E. transacts and conducts business within the State of Arizona to such an extent that P.A.Z.E. is at home in the State, (d) as P.A.Z.E.’s Member and Manager, O’Loughlin directs P.A.Z.E.’s business operations within the State of Arizona, and (e) both O’Loughlin and P.A.Z.E. have purposefully availed themselves of Arizona law by targeting the State of Arizona and its residents through conduct giving rise to, and related to, EWS’s claims.

21. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)(2) and (c)(2), as well as 28 U.S.C. § 1400(a), because each of Defendants resides or may be

found in this District, and because a substantial part of the events giving rise to EWS's claims occurred in this District.

### **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

#### **A. EWS and Its Zelle® and Paze<sup>SM</sup> Services**

22. EWS is a financial services technology company that has empowered and protected consumers, small businesses, and the U.S. financial system with cutting-edge fraud and payment solutions for more than three decades.

23. EWS's Zelle® service and Zelle Network® help consumers utilize their financial institution to send and receive money, generally without charge, within minutes.

24. EWS's Paze<sup>SM</sup> service enables shoppers to checkout online without having to share their card numbers with merchants.

25. EWS has made substantial investments in its Zelle Network®, its ZELLE and **Z** trademarks, and the goods and services identified by and offered under those marks. Because of EWS's considerable efforts to promote its Zelle Network® and Zelle® services, those services are widely used, and EWS's ZELLE marks have achieved a high level of recognition among owners of deposit accounts. In short, EWS's ZELLE marks are enormously valuable symbols of EWS's goodwill.

26. EWS also has made substantial investments in its Paze<sup>SM</sup> digital wallet service and its PAZE and **paze** trademarks. EWS views its Paze<sup>SM</sup> service and PAZE and **paze** marks as extremely important assets of the company.

#### **B. Johnson, O'Loughlin, and P.A.Z.E.**

27. Johnson and O'Loughlin attended Mesa High School together and both graduated in 1999.

28. Johnson joined EWS as its Intellectual Property Counsel on or about September 8, 2014, and his employment with EWS was terminated on January 19, 2023.

1           29. Three days later, on January 22, 2023, O’Loughlin began registering  
2 domain names containing EWS’s PAZE mark.

3           30. One or more of the Defendants then launched a sham gripe website  
4 known as P.A.Z.E., first at www.pazewallet.com, then at www.paze.website.  
5 According to that website, P.A.Z.E. stands for “People Against Zelle Erryday [sic].”  
6 P.A.Z.E. claims to be “trying to bring to light the dark side of the banking industry,”  
7 but its website and social media accounts focus solely on EWS, its Zelle® service,  
8 and its Paze<sup>SM</sup> service.

9           31. On January 26, 2023, one week after termination of Johnson’s  
10 employment with EWS, O’Loughlin formed P.A.Z.E. as an Arizona limited liability  
11 company.

12 **C. EWS’s Termination of Johnson’s Employment**

13           32. Following a series of unprofessional interactions with coworkers dating  
14 to 2020, which coaching did not resolve, EWS issued a written warning to Johnson  
15 for workplace misconduct on August 8, 2022.

16           33. Johnson protested EWS’s written warning, claiming he was not  
17 responsible for how his coworkers perceived his conduct. On September 2, 2022,  
18 Johnson informed his leader of his intention to resign from EWS by the end of 2022.

19           34. In the meantime, however, Johnson continued to perform his duties. On  
20 November 9, 2022, for example, Johnson signed and instructed the filing of several  
21 trademark applications on EWS’s behalf, including EWS’s Application Serial No.  
22 97669754 to register the PAZE mark for various financial transaction services in  
23 International Class 36.

24           35. On November 18, 2022, EWS’s General Counsel, Tracy Cheney,  
25 presented Johnson with a transition plan setting a resignation date of January 1, 2023,  
26 and awarded Johnson a discretionary performance bonus of \$50,000 relating to his  
27 earlier work on a patent matter. Johnson agreed to this transition plan on the same  
28 day, then backtracked and demanded more money.



1           36. On November 28, 2022, Johnson requested an open-ended exit date. In  
2 or about December 2022, however, EWS learned that Johnson continued to engage in  
3 unprofessional conduct.

4           37. On January 12, 2023, Johnson corresponded with EWS's marketing  
5 department about acquiring domain names containing EWS's PAZE mark. Johnson  
6 also instructed EWS's domain name vendor, Corporation Service Company ("CSC"),  
7 to run an availability report for domain names containing PAZE.

8           38. On January 17, 2023, CSC provided Johnson with a report showing that  
9 numerous domain names were available for registration, including  
10 www.pazewallet.com and www.pazenetwork.com.

11           39. Also on January 17, 2023, Ms. Cheney informed Johnson that his exit  
12 date would be February 10, 2023, "at the latest," in light of additional reports about  
13 Johnson's unprofessional conduct. Johnson objected to setting a firm exit date and  
14 informed Ms. Cheney that he would not resign until he had secured another job.

15           40. On January 19, 2023, EWS discovered that Johnson had emailed various  
16 EWS confidential and proprietary emails and documents from his EWS email account  
17 to his personal email account at Gmail.com. Ms. Cheney terminated Johnson's  
18 employment and instructed him to return company equipment and delete EWS's  
19 confidential and proprietary materials in his possession.

20 **D. EWS's Confidential and Proprietary Trade Secret Information**

21           41. In connection with the services that EWS provides to financial  
22 institutions, consumers, and small businesses, EWS develops and maintains sensitive  
23 proprietary and confidential information.

24           42. EWS's confidential and proprietary information constitute valuable  
25 trade secrets.

26           43. EWS's trade secrets include, without limitation, information related to  
27 its proprietary patent and trademark strategies. EWS's ability to create innovative  
28



1 products and develop coordinated, distinctive branding is critical to growing its  
2 business in the highly competitive financial services space.

3 44. EWS therefore employs certain individuals to fill key roles focused on  
4 developing its patent and trademark portfolios and has invested a substantial amount  
5 of money, time, and energy in developing and executing its patent and brand  
6 strategies.

7 45. In his role as Intellectual Property Counsel and Senior Intellectual  
8 Property Counsel, Johnson had knowledge of, and played an important role in  
9 developing and executing, EWS's patent and brand strategies. Among other things,  
10 Johnson had highly sensitive knowledge of EWS's future plans, including future  
11 patent, trademark, and domain name filings.

12 46. EWS takes substantial precautions to safeguard its confidential and  
13 proprietary trade secret information.

14 47. Information about EWS's patent and trademark strategies is maintained  
15 in a secured database that is accessible only by certain individuals, from certain  
16 electronic devices. Access to the secure databases is limited to only those individuals  
17 with a legitimate need for the information to effectively carry out their specific job  
18 duties.

19 48. EWS's Employee Handbook requires employees to maintain the  
20 confidentiality of proprietary information both during employment and after  
21 departure from EWS.

22 49. All EWS employees also must execute an Intellectual Property and  
23 Confidentiality Agreement governing nondisclosure of trade secrets and confidential  
24 information and, pursuant to EWS's User Responsibility Agreement, must  
25 acknowledge their responsibilities relating to security.

26 50. EWS's Intellectual Property and Confidentiality Agreement, which  
27 Johnson executed, prohibits employees and former employees alike from disclosing,  
28 using, or disseminating any of EWS's confidential information, intellectual property,

1 or trade secrets, and must turn those materials over to EWS upon the termination of  
2 their employment. Employees acknowledge that breach of these obligations may  
3 cause irreparable injury, and that EWS may seek and obtain injunctive relief in  
4 addition to any available legal remedies.

5 51. Further, under EWS's User Responsibility Agreement, which Johnson  
6 acknowledged and accepted, employees must not photograph any restricted or  
7 nonpublic data with any device or remove restricted data from the office on any form  
8 of media without management approval and an issue management ticket. The User  
9 Responsibility Agreement additionally prohibits use of personal equipment for  
10 official business on EWS's computing assets or networks without management  
11 authorization, security evaluation, and an issue management ticket.

12 52. Johnson did not have EWS management's approval or authorization to  
13 photograph any restricted or nonpublic EWS data.

14 53. EWS also requires key stakeholders with access to complete a trade  
15 secrets course annually. Johnson was subject to this requirement.

16 **E. Johnson's Theft of EWS's Trade Secrets**

17 54. On January 19, 2023, Johnson represented to Ms. Cheney that the only  
18 confidential document he had emailed to his personal email account was EWS's  
19 Employee Handbook, which he later claimed to have deleted.

20 55. This was false. In fact, an investigation by EWS's Security and IT  
21 departments revealed that Johnson had sent large numbers of EWS's documents from  
22 his work email account to his personal email account in at least November 2022 and  
23 continuing until January 18, 2023. Those documents included EWS's internal legal  
24 documents related to its highly confidential patent and trademark matters and  
25 strategies, including indices of concept briefs and invention disclosures relating to  
26 EWS's patent portfolio, indices of EWS's trademark matters, documents relating to  
27 EWS's domain names, and a list of every matter on which Johnson was then working.  
28

1           56. The documents that Johnson sent to his personal email account were and  
2 are highly confidential and sensitive. Most are privileged. Johnson never sought and  
3 never obtained authorization to send these confidential and privileged documents to  
4 his personal email account or to remove them from EWS's system.

5 **F. O'Loughlin's Acts of Cybersquatting**

6           57. On January 22, 2023, three days after Johnson's termination, O'Loughlin  
7 began registering domain names containing EWS's PAZE mark, including the  
8 www.pazewallet.com and www.pazenetwork.com domain names disclosed in CSC's  
9 first availability report.

10           58. On information and belief, O'Loughlin ultimately registered at least 105  
11 domain names containing EWS's marks or relating to EWS's business (collectively,  
12 the "Accused Domain Names").

13           59. On January 26, 2023, O'Loughlin formed P.A.Z.E. as an Arizona limited  
14 liability company.

15           60. On January 27, 2023, EWS instructed CSC to register several of the  
16 domain names shown as available in CSC's report. CSC informed EWS that several  
17 of those domains—including www.pazewallet.com and www.pazenetwork.com—  
18 were no longer available because someone else had registered them along with  
19 www.paze.website and www.paze.guru.

20           61. EWS instructed CSC to acquire the domain name www.pazewallet.com  
21 from the registrant anonymously. On January 30, 2023, CSC advised EWS that the  
22 registrant of www.pazewallet.com had launched a website at that domain name under  
23 the name "P.A.Z.E.," or "People Against Zelle Erryday [sic]."

24           62. CSC advised EWS that the registrant of the www.pazewallet.com  
25 domain name likely owned the following domain names as well:

26                   paze.associates

27                   paze.bargains

28                   paze.business

1	paze.capital
2	paze.cash
3	paze.cheap
4	paze.company
5	paze.consulting
6	paze.credit
7	paze.design
8	paze.dev
9	paze.digital
10	paze.directory
11	paze.discount
12	paze.email
13	paze.exchange
14	paze.finance
15	paze.financial
16	paze.fund
17	paze.guru
18	paze.mobi
19	paze.money
20	paze.services
21	paze.systems
22	paze.technology
23	paze.vip
24	paze.website
25	paze.work
26	paze.works
27	paze.world
28	pazealldayz.com

1	pazeblog.com
2	pazebofa.com
3	pazecart.com
4	pazechase.com
5	pazecheckout.com
6	pazeday.com
7	pazedaze.com
8	pazefaq.com
9	pazefraud.com
10	pazegroup.com
11	pazegroup.net
12	pazehelp.com
13	pazehgi.com
14	pazeinstore.com
15	pazeme.com
16	pazemerchant.com
17	pazenetwork.cash
18	pazenetwork.claims
19	pazenetwork.com
20	pazenetwork.credit
21	pazenetwork.discount
22	pazenetwork.finance
23	pazenetwork.fund
24	pazenetwork.net
25	pazenews.com
26	pazepayment.com
27	pazepayz.com
28	pazerules.com

1 pazesupport.com

2 pazevisa.com

3 pazezelle.com

4 63. In February 2023, EWS negotiated with O’Loughlin a potential purchase  
5 of some or all of the Accused Domain Names.

6 64. O’Loughlin agreed to transfer 55 of the Accused Domain Names to EWS  
7 in return for \$20,000, but refused to transfer others.

8 65. P.A.Z.E. continues to maintain its purported gripe website at the domain  
9 name www.paze.website. On that website, P.A.Z.E. claims to be “trying to bring to  
10 light the dark side of the banking industry,” but in fact, P.A.Z.E.’s website and social  
11 media accounts focus solely on EWS, its Zelle® service, and its Paze<sup>SM</sup> service.

12 **G. Defendants’ Fraudulent Trademark Applications and Abusive Litigation**



13 66. On November 2, 2023, P.A.Z.E. filed Application Serial No. 98252022  
14 to register the **PAZE** mark (“P.A.Z.E.’s **PAZE** Application”) for various nonexistent  
15 “services” relating to the provision of “financial information via a website” in  
16 International Class 36. This application claims January 23, 2023, as P.A.Z.E.’s date  
17 of first use anywhere and in United States commerce.

18 67. P.A.Z.E.’s **PAZE** Application bears O’Loughlin’s signature.


19 68. On November 4, 2023, P.A.Z.E. filed Application Serial No. 98255290  
20 to register the PAZE mark (“P.A.Z.E.’s PAZE Application”) for various nonexistent  
21 “services” relating to the provision of “financial information,” “online instruction,”  
22 and a website in International Classes 36, 41, and 42. This application claims January  
23 23, 2023, as P.A.Z.E.’s date of first use anywhere and in United States commerce.

24 69. P.A.Z.E.’s PAZE Application bears O’Loughlin’s signature.

25 70. Citing its applications to register **PAZE** and PAZE as establishing its  
26 entitlement to bring a statutory cause of action (formerly known as “standing”) in the  
27 TTAB, P.A.Z.E. initiated two proceedings against EWS (the “TTAB Proceedings”):  
28

1           a.     On May 3, 2024, P.A.Z.E. petitioned to cancel EWS's  
2     Registration No. 5476070 of the  mark ("EWS's  Registration"), claiming  
3     EWS had never used that mark in commerce and engaged in fraud on the  
4     USPTO when filing the underlying application; and

5           b.     On May 16, 2024, P.A.Z.E. opposed EWS's Application Serial  
6     No. 97669754 to register the PAZE mark ("EWS's PAZE Application"),  
7     claiming EWS's PAZE mark was merely descriptive and EWS (i) had no *bona*  
8     *fide* intent to use that mark when it filed the application, (ii) had not used that  
9     mark in commerce when it filed its Amendment to Allege Use, and  
10    (iii) engaged in fraud on the USPTO in filing and prosecuting the application.

11       71.     Johnson had signed and instructed the filing of both the application  
12    underlying EWS's  Registration and EWS's PAZE Application during Johnson's  
13    former employment as EWS's intellectual property counsel.

14       72.     P.A.Z.E.'s filings in both TTAB Proceedings reflect knowledge of  
15    EWS's privileged and confidential information.

16       73.     P.A.Z.E. has repeatedly attached to its public filings in the TTAB  
17    Proceedings a document (the "Privileged Chat") depicting a Microsoft Teams chat  
18    between Johnson and Ms. Cheney, EWS's General Counsel, in which Johnson's  
19    identity is not shown. On information and belief, Johnson made a screen capture of  
20    the Privileged Chat in November 2022 while employed by EWS.

21       74.     Johnson and Ms. Cheney were the only parties to the Privileged Chat.

22       75.     P.A.Z.E. has repeatedly posted copies of the Privileged Chat on  
23    P.A.Z.E.'s website and social media accounts, then argued in the TTAB Proceedings  
24    that the Privileged Chat is not privileged because the document is "publicly  
25    available." In the TTAB Proceedings, P.A.Z.E. claims to have found the Privileged  
26    Chat on an undisclosed (and undocumented) Reddit thread that P.A.Z.E. claims is no  
27    longer available.



1           76. In the TTAB Proceedings, EWS has filed several motions to seal the  
2 portions of P.A.Z.E.'s filings containing the Privileged Chat, and the TTAB has issued  
3 orders shielding P.A.Z.E.'s entire filings from public view pending its disposition of  
4 EWS's motions to seal. Despite the TTAB's orders, P.A.Z.E. has continued to file  
5 public documents containing the Privileged Chat in the TTAB Proceedings.

6           77. Several of P.A.Z.E.'s filings in the TTAB Proceedings purport to bear  
7 O'Loughlin's signature but contain metadata disclosing that "Warren Johnson" is the  
8 author of those documents. Accurate and complete examples of documentation  
9 showing this metadata in P.A.Z.E.'s documents on the TTAB's website are attached  
10 as **Exhibit A**.

11           78. In other words, despite having signed and instructed the filing of EWS's  
12 applications to register the PAZE and **Z** marks while employed as EWS's legal  
13 counsel, Johnson has drafted P.A.Z.E.'s submissions in the TTAB Proceedings  
14 challenging the very same applications he signed on behalf of his former client and  
15 employer, EWS.

#### 16 **H. Defendants' Demands for Payment**

17           79. Having thus laid the groundwork for Defendants' demands for payment,  
18 O'Loughlin sent EWS a letter on April 21, 2024, relaying P.A.Z.E.'s threats to file  
19 multiple proceedings against EWS in the TTAB, to appeal any adverse decisions in  
20 that forum, and to ensure that those disputes would become "very public" through  
21 "updates on my website and . . . updates to financial and intellectual property blogs"  
22 unless EWS agreed to purchase "all assets and information owned and held" by  
23 P.A.Z.E.

24           80. P.A.Z.E. also floated the "chance of a cease-and-desist letter campaign  
25 immediately after the registration of [its] trademarks."

26           81. When EWS did not respond to P.A.Z.E.'s April 21, 2024, letter,  
27 O'Loughlin sent EWS another letter on May 2, 2024, noting that P.A.Z.E. had  
28 "accelerated" the filing of its petition to cancel EWS's **Z** Registration and again

1 threatened to file multiple TTAB proceedings against EWS and appeal any adverse  
2 decisions.

3 82. This letter also elaborated on P.A.Z.E.'s earlier threat to engage in a  
4 "cease-and-desist letter campaign" by stating it would engage in this campaign "to  
5 [EWS's] customers and merchants displaying the PAZE mark in a confusingly similar  
6 way," to "commence immediately after [EWS's] PAZE application is denied." The  
7 letter concluded by stating P.A.Z.E.'s belief that "we can come to an agreement where  
8 PAZE, LLC is sold to [EWS] or dissolved, and the assets transferred to [EWS]."

9 **I. Johnson's Wrongful Termination Action and the Parties' Settlement**

10 83. On July 20, 2023, approximately six months after EWS's termination of  
11 his employment, Johnson filed a civil action against EWS in Arizona Superior Court,  
12 Maricopa County, for wrongful termination, withholding of wages, breach of the  
13 implied covenant of good faith and fair dealing, and punitive damages under Arizona  
14 law (the "Civil Action"). Johnson sought \$1,274,998 in purported damages.

15 84. To avoid the costs of litigation, the parties agreed to settle the Civil  
16 Action in a Settlement Agreement bearing an effective date of August 24, 2023.

17 85. Under the terms of the Settlement Agreement, EWS expressly denied  
18 any wrongdoing or liability, and Johnson agreed to a general release of all of his  
19 claims against EWS and agreed to dismiss the Civil Action with prejudice in return  
20 for a settlement payment. EWS also agreed to retain a vendor to provide Johnson with  
21 job placement services for three months.

22 86. Under the terms of the Settlement Agreement, Johnson also affirmed that  
23 "he has returned all of [EWS's] property, documents, and/or any confidential  
24 information in his possession or control," agreed to "maintain the confidentiality of  
25 all of [EWS's] privileged, trade secret, proprietary or confidential information," and  
26 agreed "not to disparage or say or write negative things about [EWS] in any public  
27 forum, such as media outlets or social networking sites."

28 87. When EWS executed the Settlement Agreement, it was unaware that:

1 a. Johnson had not returned all of EWS's privileged and confidential  
2 documents;

3 b. Johnson was not maintaining the confidentiality of EWS's  
4 privileged and confidential information and trade secrets;

5 c. Johnson was secretly working with O'Loughlin and P.A.Z.E. to  
6 extract money from EWS, using EWS's privileged and confidential  
7 information and trade secrets; and

8 d. This scheme involved registering domain names containing  
9 EWS's PAZE mark that Johnson knew EWS was interested in obtaining,  
10 launching a sham gripe website disparaging EWS and its Zelle® and Paze<sup>SM</sup>  
11 services in public, filing trademark applications to register versions of EWS's  
12 PAZE and **Z** marks for nonexistent "services," and using those sham  
13 applications to attack EWS's trademark filings, which Johnson had signed on  
14 EWS's behalf while employed as EWS's legal counsel, using documents  
15 prepared by Johnson for O'Loughlin's signature.

16 **FIRST CLAIM FOR RELIEF**

17 **AGAINST ALL DEFENDANTS**

18 **Misappropriation of Trade Secrets Under**  
19 **the Defend Trade Secrets Act of 2016 ("DTSA")**  
20 **(18 U.S.C. § 1836)**

21 88. EWS repeats and incorporates by reference the allegations in the  
22 preceding paragraphs.

23 89. The DTSA provides a cause of action for misappropriation of trade  
24 secrets "related to a product or service used in, or intended for use in interstate or  
25 foreign commerce." 18 U.S.C. § 1836(b)(1).

26 90. During Johnson's employment, EWS granted Johnson access to trade  
27 secrets related to its proprietary and competitively sensitive business and legal  
28 strategies. These include internal legal documents related to its highly confidential

1 patent and trademark matters and strategies, including indices of concept briefs and  
2 invention disclosures relating to EWS's patent portfolio, indices of EWS's trademark  
3 files, documents relating to EWS's domain names, the Privileged Chat, and a list of  
4 every matter on which Johnson was then working (collectively "EWS's Trade  
5 Secrets").

6 91. EWS's Trade Secrets constitute "trade secrets" as defined by the DTSA.

7 92. EWS's Trade Secrets derive independent economic value, actual or  
8 potential, from not being generally known to, and not being readily ascertainable  
9 through proper means by, other persons who can obtain economic value from their  
10 disclosure or use.

11 93. EWS's Trade Secrets are valuable to EWS and constitute a significant  
12 competitive advantage over EWS's competitors and others in the financial services  
13 space.

14 94. EWS has, at all times, taken reasonable measures to keep EWS's Trade  
15 Secrets secret, including by requiring Johnson and other employees to execute and  
16 abide by agreements containing strict rules and requirements governing  
17 confidentiality. Johnson obtained access to EWS's Trade Secrets while an EWS  
18 employee and under confidentiality obligations arising from his employment  
19 agreement. This agreement obligated Johnson to maintain the confidentiality of the  
20 trade secrets and not to use them except for the benefit of EWS.

21 95. EWS's Trade Secrets are related to products and services used in, or  
22 intended for use in, interstate or foreign commerce.

23 96. As detailed herein, Defendants have used or will use EWS's Trade  
24 Secrets without a privilege to do so, or are threatening to do so. Defendants' conduct  
25 qualifies as misappropriation under 18 U.S.C. § 1839(5), giving rise to the remedies  
26 described in 18 U.S.C. § 1836(b)(3).

27 97. Defendants' acts constitute a violation of the DTSA.  
28

1 98. Defendants know or have reason to know that they have acquired and  
2 used EWS's Trade Secrets improperly.

3 99. As the direct and proximate result of Defendants' conduct as set forth  
4 herein, EWS has suffered and will continue to suffer irreparable injury, as well as  
5 significant damages in an amount to be proven at trial.

6 100. Because EWS's remedy at law is in important respects inadequate, EWS  
7 is seeking, in addition to damages, injunctive relief under the DTSA to retrieve and  
8 protect EWS's Trade Secrets and prevent additional damages and irreparable harm  
9 resulting from Defendants' misappropriation and continued misuse of EWS's Trade  
10 Secrets.

11 101. Defendants willfully and maliciously misappropriated EWS's Trade  
12 Secrets.

13 102. EWS is entitled to recover compensatory and exemplary damages from  
14 Defendants pursuant to 18 U.S.C. § 1836.

15 103. EWS is entitled to receive an award of its attorneys' fees and litigation  
16 expenses pursuant to 18 U.S.C. § 1836.

17 **SECOND CLAIM FOR RELIEF**

18 **AGAINST ALL DEFENDANTS**

19 **Misappropriation of Trade Secrets Under the**

20 **Arizona Uniform Trade Secrets Act**

21 **(A.R.S. § 44-401 *et seq.*)**

22 104. EWS repeats and incorporates by reference the allegations in the  
23 preceding paragraphs.

24 105. EWS owns EWS's Trade Secrets.

25 106. EWS's Trade Secrets constitute "trade secrets" as defined by A.R.S.  
26 § 44-401.

27 107. EWS's Trade Secrets derive independent economic value, actual or  
28 potential, from not being generally known to, and not being readily ascertainable

1 through proper means by, other persons who can obtain economic value from their  
2 disclosure or use.

3 108. EWS has, at all times, engaged in efforts reasonable under the  
4 circumstances to keep EWS's Trade Secrets secret, including by requiring EWS's  
5 employees to execute and abide by agreements containing strict rules and  
6 requirements governing confidentiality.

7 109. Defendants know or have reason to know that they either (a) used  
8 improper means to acquire knowledge of EWS's Trade Secrets, or (b) at the time of  
9 disclosure or use, knew or had reason to know that their knowledge of EWS's Trade  
10 Secrets was derived from or through a person who had utilized improper means to  
11 acquire it, was acquired under circumstances giving rise to a duty to maintain its  
12 secrecy or limit its use, or was derived from or through a person who owed a duty to  
13 EWS to maintain its secrecy or limit its use.

14 110. As the direct and proximate result of Defendants' conduct as set forth  
15 herein, EWS has suffered and will continue to suffer irreparable injury as well as  
16 significant damages, in an amount to be proven at trial.

17 111. Because EWS's remedy at law is in important respects inadequate, EWS  
18 is seeking, in addition to damages, injunctive relief to retrieve and protect EWS's  
19 Trade Secrets and prevent additional damages and irreparable harm resulting from  
20 Defendants' misappropriation and continued misuse of EWS's Trade Secrets.

21 112. EWS is entitled to recover compensatory damages reflecting its actual  
22 loss caused by Defendants' misappropriation and the unjust enrichment caused by  
23 Defendants' misappropriation not accounted for in computing actual loss pursuant to  
24 A.R.S. § 44-403(A).

25 113. Defendants willfully and maliciously misappropriated EWS's Trade  
26 Secrets. Accordingly, EWS is entitled to recover exemplary damages from  
27 Defendants pursuant to A.R.S. § 44-403(B).

28

**THIRD CLAIM FOR RELIEF**  
**AGAINST DEFENDANT JOHNSON**

**Breach of Fiduciary Duty Under Arizona Law**

114. EWS repeats and incorporates by reference the allegations in the preceding paragraphs.

115. Johnson was employed as EWS's Intellectual Property Counsel and Senior Intellectual Property Counsel approximately between September 8, 2014, and January 19, 2023, thus creating an attorney-client relationship between Johnson and EWS.

116. As EWS's counsel, Johnson was EWS's fiduciary, owing duties of loyalty and confidentiality to EWS.

117. Johnson's duties of loyalty and confidentiality to EWS survived the termination of his employment by EWS.

118. Johnson has breached his fiduciary duties to EWS, including by stealing EWS's Trade Secrets and using them to take legal actions adverse to EWS's interests. Johnson has put his own and O'Loughlin's interests before the interests of EWS.

119. Johnson's breach of his fiduciary duties to EWS has actually and proximately caused injury to EWS, including, without limitation, EWS's inability to register domain names containing its PAZE mark and EWS's substantial costs relating to the defense of P.A.Z.E.'s TTAB Proceedings against EWS. But for Johnson's breach, these harms would not have occurred.

120. EWS is entitled to an injunction against any further breach of Johnson's fiduciary duties to EWS.

121. EWS also is entitled to monetary damages against Johnson in an amount to be proven at trial.



**FOURTH CLAIM FOR RELIEF**  
**AGAINST DEFENDANT O’LOUGHLIN**  
**Cybersquatting Under the Anticybersquatting**  
**Consumer Protection Act (“ACPA”)**  
**(15 U.S.C. § 1125(d))**

122. EWS repeats and incorporates by reference the allegations in the preceding paragraphs.

123. EWS owns all right, title, and interest in and to the ZELLE mark and PAZE mark in the United States, including all common law rights.

124. EWS’s ZELLE mark and PAZE mark are valid marks entitled to protection under federal law and at common law.

125. Beginning in January 2023, O’Loughlin registered the Accused Domain Names, including [www.pazewallet.com](http://www.pazewallet.com), [www.pazenetwork.com](http://www.pazenetwork.com), [www.paze.website](http://www.paze.website), and [www.paze.guru](http://www.paze.guru), among many others.

126. EWS’s ZELLE mark and PAZE mark are inherently distinctive and were inherently distinctive at the time O’Loughlin registered the Accused Domain Names.

127. The Accused Domain Names are identical or confusingly similar to EWS’s ZELLE mark or PAZE mark.

128. O’Loughlin registered or has trafficked in the Accused Domain Names with a bad faith intent to profit in violation of 15 U.S.C. § 1125(d).

129. EWS is entitled to injunctive relief, including an order transferring the remaining Accused Domain Names to EWS, because O’Loughlin’s actions have caused EWS irreparable harm, and without injunctive relief, EWS cannot control the continuing injury to its reputation and goodwill. No amount of money damages can adequately compensate EWS if it loses the ability to control the quality of services or purported “services” offered under its ZELLE and PAZE marks because of O’Loughlin’s unauthorized uses of those marks in or at the Accused Domain Names.

130. EWS also is entitled to recover, at its election, either (a) an award of actual damages, trebled pursuant to 15 U.S.C. § 1117(a), or (b) an award of statutory damages under 15 U.S.C. § 1117(d), along with its costs of this action.

131. O’Loughlin’s willful, malicious, and intentional actions make this an exceptional case and entitle EWS to recover its reasonable attorneys’ fees under 15 U.S.C. § 1117(a).

**FIFTH CLAIM FOR RELIEF**  
**AGAINST ALL DEFENDANTS**

**Unjust Enrichment Under Arizona Law**

132. EWS repeats and incorporates by reference the allegations in the preceding paragraphs.

133. Defendants were enriched and EWS was impoverished as a result of Defendants’ unlawful activities. As one example, Johnson’ misappropriation of trade secrets and breach of fiduciary duty, and O’Loughlin’s acts of cybersquatting, enabled Defendants to demand that EWS pay \$20,000 to acquire certain of the Accused Domain Names, which EWS otherwise could have acquired at a much lower price, and incur costs of approximately \$3,000 relating to transfer of those domain names.

134. No justification for Defendants’ enrichment and EWS’s impoverishment exists. Allowing Defendants to retain those benefits would be unjust, and the ties of natural justice and equity oblige Defendants to compensate EWS for the benefits they received. EWS has no remedy for Defendants’ unjust enrichment provided by law.

**SIXTH CLAIM FOR RELIEF**  
**AGAINST ALL DEFENDANTS**

**Declaration of Noninfringement of an Unregistered Mark Under the Federal Declaratory Judgment Act, the Lanham Act, and Arizona Common Law**  
**(28 U.S.C. § 2201(a) and 15 U.S.C. § 1125(a))**

135. EWS repeats and incorporates by reference the allegations in the preceding paragraphs.

1           136. In letters to EWS dated April 21, 2024, and May 2, 2024, P.A.Z.E.  
2 threatened to seek cancellation of EWS's **Ž** Registration, oppose EWS's PAZE  
3 Application, and send "cease-and-desist letter[s]" to EWS's customers and merchants  
4 displaying EWS's PAZE mark "in a confusingly similar way."

5           137. On May 3, 2024, and May 16, 2024, P.A.Z.E. followed through on its  
6 threats to seek cancellation of EWS's **Ž** Registration and to oppose EWS's PAZE  
7 Application by filing the TTAB Proceedings.

8           138. The use of the phrase "confusingly similar" in P.A.Z.E.'s May 2, 2024,  
9 letter is a reference to "likelihood of confusion," a doctrine comprising an essential  
10 element of claims for infringement of an unregistered trademark under the Lanham  
11 Act, 15 U.S.C. § 1125(a), and Arizona common law.

12           139. P.A.Z.E.'s alleged **PAŽE** mark is a stylized version of EWS's PAZE  
13 mark and contains a colorable imitation of EWS's **Ž** mark.

14           140. The necessary implication of P.A.Z.E.'s threats to send "cease-and-  
15 desist letter[s]" to EWS's customers and merchants for displaying EWS's PAZE mark  
16 in a "confusingly similar way" to P.A.Z.E.'s alleged **PAŽE** mark is that P.A.Z.E.  
17 claims EWS's PAZE mark and **Ž** mark infringe P.A.Z.E.'s trademark rights in its  
18 alleged **PAŽE** mark.

19           141. Coupled with P.A.Z.E.'s active litigation against EWS in the TTAB  
20 Proceedings, P.A.Z.E.'s threats in its April 21, 2024, and May 2, 2024, letters create  
21 a substantial controversy between parties having adverse legal interests of sufficient  
22 immediacy and reality to warrant the issuance of a declaratory judgment of  
23 noninfringement under 28 U.S.C. § 2201(a).

24           142. On November 9, 2022, EWS applied to register its PAZE mark under  
25 Application Serial No. 97669754 for various financial transaction services in  
26 International Class 36.

27           143. EWS first used its PAZE mark in United States commerce on March 26,  
28 2023.

144. EWS owns prior rights in its PAZE mark. For example, EWS filed its Application Serial No. 97669754 to register its PAZE mark before P.A.Z.E. claimed to begin using **PAZE** and PAZE, and almost a year before P.A.Z.E. filed its applications to register its alleged marks.

145. EWS's PAZE mark is inherently distinctive of EWS's services under the mark. EWS's PAZE mark is valid and protectable.

146. On April 5, 2016, EWS applied to register its **Z** mark under Application Serial No. 86965192 for "Financial transaction services, namely, providing secure payment and money transfer options and permitting account holders to make payment requests" in International Class 36. That application matured into Registration No. 5476070, which issued on May 22, 2018.

147. EWS first used its **Z** mark in United States commerce on August 28, 2016.

148. EWS owns prior rights in its **Z** mark.

149. EWS's **Z** mark is inherently distinctive of EWS's services under the mark. EWS's **Z** mark is valid and protectable.

150. EWS filed a Combined Declaration of Use and Incontestability under Sections 8 & 15 for EWS's **Z** mark on April 26, 2024.

151. P.A.Z.E. does not own any federal or state registrations covering its alleged PAZE and **PAZE** marks.

152. P.A.Z.E. has not made any *bona fide* use of its alleged PAZE and **PAZE** marks in connection with any services as contemplated by the Lanham Act or Arizona law. P.A.Z.E. therefore lacks any trademark rights in its alleged PAZE and **PAZE** marks.

153. P.A.Z.E. cannot succeed in establishing that use of EWS's PAZE mark or **Z** mark infringes any trademark rights in P.A.Z.E.'s alleged PAZE and **PAZE** marks for at least the reasons that (a) EWS owns prior rights in its PAZE and **Z** marks

1 and (b) P.A.Z.E. does not own any trademark rights in its alleged PAZE and **PAZE**  
2 marks.

3 154. EWS therefore is entitled to a declaratory judgment of noninfringement  
4 under 28 U.S.C. § 2201(a), 15 U.S.C. § 1125(a), and Arizona common law.

5 155. Because this action involves a registered trademark—namely, EWS’s **Z**  
6 mark, which is the subject of EWS’s **Z** Registration—EWS also is entitled to an order  
7 requiring the USPTO to invalidate P.A.Z.E.’s **PAZE** Application and P.A.Z.E.’s  
8 PAZE Application under 15 U.S.C. § 1119.

9 **SEVENTH CLAIM FOR RELIEF**

10 **AGAINST DEFENDANT JOHNSON**

11 **Breach of Contract Under Arizona Law**

12 156. EWS repeats and incorporates by reference the allegations in the  
13 preceding paragraphs.

14 157. EWS and Johnson entered into several valid contracts, including the  
15 Intellectual Property and Confidentiality Agreement, the User Responsibility  
16 Agreement, and the Settlement Agreement.

17 158. Johnson has breached the Intellectual Property and Confidentiality  
18 Agreement, the User Responsibility Agreement, and the Settlement Agreement by  
19 engaging in the wrongful actions alleged in detail above.

20 159. Johnson’s breaches of the Intellectual Property and Confidentiality  
21 Agreement, the User Responsibility Agreement, and the Settlement Agreement have  
22 resulted in damage to EWS in an amount to be proven at trial.

23 160. Further, Johnson’s breach of the Intellectual Property and  
24 Confidentiality Agreement has caused EWS irreparable injury, thus entitling EWS to  
25 obtain injunctive relief in addition to its legal remedies.

**PRAYER FOR RELIEF**

WHEREFORE, EWS prays for judgment as follows:

1. That judgment be entered in favor of EWS and against Defendants on each of EWS's claims;

2. That Defendants and each of their officers, agents, servants, employees, attorneys, directors, principals, subsidiaries, affiliates, related companies, successors, and assigns, and all those in active concert or participation with them, or any of them, who receive actual notice of the injunctions prayed for herein by personal service or otherwise, be preliminarily and then permanently restrained and enjoined from:

a. Acquiring, possessing, using, or disclosing any of EWS's Trade Secrets; and

b. Registering, acquiring, renewing, maintaining, or using any of the Accused Domain Names or any other domain names containing any of EWS's marks, including, without limitation, EWS's PAZE mark and **Z** mark, or any confusingly similar variations of any of them;

3. That the Court order each of Defendants to remove from public view and return to EWS all documents containing or reflecting any of EWS's Trade Secrets;

4. That the Court order O'Loughlin to transfer the remaining Accused Domain Names and any other domain names owned or controlled by O'Loughlin containing any of EWS's marks, including, without limitation, EWS's PAZE mark and **Z** mark, or any confusingly similar variations of any of them, to EWS;

5. That the Court order each of Defendants to file with the Court and serve on counsel for EWS, within 30 days after the entry of judgment herein, a written report under oath setting forth in detail the manner in which each has complied with the orders of this Court;

6. That the Court order the invalidation of P.A.Z.E.'s Application Serial Nos. 98252022 and 98255290 to register the alleged **PAZE** and PAZE marks;

1           7. That the Court find that:

2           a. EWS owns prior rights in its PAZE mark, which is inherently  
3 distinctive of EWS's services under the mark and therefore valid and  
4 protectable;

5           b. EWS owns prior rights in its **Ż** mark, which is inherently  
6 distinctive of EWS's services under the mark and therefore valid and  
7 protectable;

8           c. P.A.Z.E. does not own any federal registrations of its alleged  
9 PAZE and **PAŻE** marks;

10          d. P.A.Z.E. has not made any *bona fide* use of its alleged PAZE and  
11 **PAŻE** marks in connection with any services as contemplated by the Lanham  
12 Act, and accordingly, P.A.Z.E. lacks any trademark rights in those alleged  
13 marks; and

14          e. EWS therefore is entitled to a declaratory judgment of  
15 noninfringement of P.A.Z.E.'s alleged trademark rights;

16          8. That the Court award EWS its damages caused by Defendants' unlawful  
17 activities, Defendants' profits attributable to those activities, statutory damages if  
18 EWS so elects, exemplary and punitive damages, EWS's costs of this action, and  
19 EWS's reasonable attorneys' fees; and

20          9. That the Court grant EWS such other and further relief as it deems just  
21 and equitable to make EWS whole for the damage caused by Defendants and to deter  
22 each of the Defendants from future misconduct.

23  
24 DATED: June 28, 2024

Respectfully Submitted,

KILPATRICK TOWNSEND & STOCKTON LLP

/s/Erick Durlach

Erick Durlach

6909 E. Greenway Parkway, Suite 100



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# EXHIBIT A

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**Serial #:** [97669754](#) [Application File](#) [Assignment](#)

**Application** OPPOSITION PENDING

**Status:**

**Mark:** PAZE

**Plaintiff**

**Name:** [P.A.Z.E.LLC](#)

**Correspondence:** [BRANDON OLOUGHLIN](#)

P A Z E LLC  
 550 W BASELINE RD SUITE 102  
 MESA, AZ 85210  
 UNITED STATES  
 ewslawsuit@joinpaze.com,  
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**Prosecution History**

#	Date	History Text	Due Date
<a href="#">15</a>	06/17/2024	<a href="#">PAPER RECEIVED AT TTAB</a>	
<a href="#">14</a>	06/14/2024	<a href="#">PAPER RECEIVED AT TTAB</a>	
<a href="#">13</a>	06/13/2024	<a href="#">P MOT TO AMEND OR SUPPLEMENT OPP BRIEF TO D MOT TO SEAL</a>	
<a href="#">12</a>	06/12/2024	<a href="#">SUSP PEND DISP OF OUTSTNDNG MOT</a>	
<a href="#">11</a>	06/12/2024	<a href="#">P MOT TO AMEND PLEADING/AMENDED PLEADING</a>	
10	06/11/2024	P OPP/RESP TO MOTION	
<a href="#">9</a>	06/07/2024	<a href="#">D CHANGE OF CORRESP ADDRESS</a>	
<a href="#">8</a>	06/07/2024	<a href="#">D SECOND MOTION TO SEAL</a>	
7	06/06/2024	P MOT TO AMEND PLEADING/AMENDED PLEADING	
<a href="#">6</a>	06/06/2024	<a href="#">SUSP PEND DISP OF OUTSTNDNG MOT</a>	
<a href="#">5</a>	05/31/2024	<a href="#">D CHANGE OF CORRESP ADDRESS</a>	
<a href="#">4</a>	05/31/2024	<a href="#">D MOTION TO SEAL</a>	
3	05/16/2024	INSTITUTED	
<a href="#">2</a>	05/16/2024	<a href="#">NOTICE AND TRIAL DATES SENT; ANSWER DUE:</a>	06/25/2024
1	05/16/2024	FILED AND FEE	

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